

NATIONAL RAILWAY UTILIZATION CORP. 860 Suburban Station / 1617 John F. Kennedy Blvd., Phila., Pa. 19103 / (215) 569-2220

July 19, 1978

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RECORDATION NO.

JUL 2 1 1978 - 4 1 PM

RECORDATION NO.

Filed & ReDate

In translate COMMISSION ission 12th and Constitutional Ave., N.W. Washington, D. C. 20423

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MILLIAME COMMERCE COMMISSION Workington, D. C

Attention:

Mrs. Lee, Room 1227

Dear Mrs. Lee:

I transmit for filing the following documents: COMMERC

Lease Agreement dated March 17, 1978, between Pickens Railroad Company, Lessor, and Peninsula Terminal Company, Lessee, covering 500 70-ton, 50 foot, six inch, Type XM boxcars bearing Road TIAIL LILL Numbers PT 200000 - PT 200099, PT 201000 - PT 201099, PT 204000 - PT 204099, PT 205000 - PT

205099. PT 206000 - PT 206099 (all inclusive).

The address for Pickens Railroad Company is P. O. Box 216, Pickens, South Carolina 29671. The address for Peninsula Terminal Company is United Stockyards Corporation, 150 South Wacker Drive, Chicago, Illinois 60606, Attn: Robert Hunt.

Security Agreement dated March 3, 1978, covering the boxcars listed in the Lease Agreement, and executed by Peninsula Terminal Company, Debtor, in favor of Pickens Railroad Company.

Enclosed herewith is the original and two certified copies of each document, together with check in the amount of \$100.00 in payment of the filing fee.

Please return the original and one copy to William W. Kehl, Esq., P. O. Box 10207, Greenville, S. C. 29603, with the recording certification data stamped thereon.

Very truly yours,

John A. Mariscotti

Executive Vice President

JAM:ebw

Enclosures

SECURITY AGREEMENT dated as of March 3, 1978

by Peninsula

Terminal Company
COMPANY (Pickens).

(debtor) in favor of PICKENS RAILROAD

RECORDATION NO. 959U Filed & Recorded

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WITNESSETH:

WHEREAS, pursuant to the terms of that certain Lease Agreement with

PICKENS RAILROAD COMPANY dated of even date herewith, debtor agreed to

lease from Pickens 70 ton fifty-foot six inch Type XM boxcars, as described
in Exhibit A attached hereto.

WHEREAS, debtor desires to give Pickens a security interest in certain collateral hereafter described in order to secure the obligations of debtor under said Lease Agreement.

NOW, THEREFORE, debtor hereby agrees as follows:

- 1. Creation of Security Interest. In order to better secure the obligations of debtor to Pickens now existing or hereafter arising under the terms of said Lease Agreement, debtor hereby creates in favor of Pickens a security interest in the collateral described in Paragraph 2 immediately below.
- 2. <u>Collateral</u>. The collateral of this Security Agreement is all Lessee's right, title, and interest in and to the contract rights, CHATTEL PAPER, accounts, rentals, fees, charges, income and other proceeds arising from or in connection with the use of the Boxcars described in Exhibit A.
- 3. Covenants. Debtor covenants and represents as follows:
 - (a) Debtor will warrant and defend the collateral against the claims and demands of all persons.
 - (b) Debtor shall execute alone, or with Pickens, a financing statement or other document or procure any document necessary to protect the security interest of Pickens against the interest of third persons.

- 4. Representations and warranties of Debtor. Debtor represents and warrants as follows:
 - (a) Debtor is a corporation legally incorporated, validly existing and in good standing under the laws of the state of its incorporation, with adequate corporate powers to own its properties, to carry on its business as now conducted and to enter the Security Agreement and to execute and deliver said Lease Agreement to Pickens.
 - (b) The Lease and the Security Agreement have been duly authorized, executed and delivered by debtor and constitutes a legal, valid and binding obligation of debtor, enforceable in accordance with their terms.
- 5. <u>Default</u>. Any misrepresentation on this statement in connection with this Agreement on the part of debtor or any noncompliance or nonperformance of debtor's obligations hereunder shall constitute a default. In addition, debtor shall be in default if any of the following events shall occur:
 - (a) Failure to comply with the terms and conditions of said

 Lease Agreement.
 - (b) The filing of a proceeding under any of the provisions of the Bankruptcy Act or any similar state law by or against debtor, or an application for the appointment of a receiver of debtor's property, or the making of an assignment for the benefit of creditors or the calling of a meeting of debtor's creditors or the attachment of any of debtor's property, or if debtors shall become insolvent.

- 6. Remedies and governing law. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Pennsylvania. Upon breach hereunder or under the terms of said Lease Agreement, Pickens shall have all the rights provided the secured party under the Interstate Commerce Act and under the Uniform Commercial Code as adopted in Pennsylvania.
- 7. <u>Inspection of records</u>. Pickens may at any reasonable time, enter upon debtor's premises to inspect debtor's books and records pertaining to the collateral or its proceeds and debtor shall, if requested, in good faith assist Pickens in making such inspections.
- 8. Benefits. No promises, agreements, representations, or warranties shall be binding upon Pickens unless made part of this Agreement in writing. This Agreement shall inure to the benefit of and by the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, debtor has executed this instrument on the day and year first above written.

ACKNOWLEDGED:	PENINSULA TERMINAL COMPANY
Merce Allital)	BY: Political
Director	TITLE: Vice President

Assistant Secretary

PICKENS RAILROAD COMPANY

BY:

TITLE:

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ILLINOIS STATE OF COUNTY OF COOK

On this 17th day of March fore me personally appeared Robert W. Hunt to me personally known, who, being by me duly sworn, says that he is Vice President of Peninsula Terminal Company and George J. Uhrich , to me personally known to be the a Director taxxxof said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

englann Voss

My Commission Expires: May 12, 1981

COUNTY OF

On this $3^{i,j}$ day of $\frac{b(n)i!}{b!}$, before me personally appeared $\frac{b(n)i!}{b!}$, then me personally known, who, being by me duly sworn, says that he is Fig. 1/12 Vec President of Pickens Railroad Company, and _____, to me personally known to felt. Secretary of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission Expires: Marcha &

Exhibit A

DESCRIPTION OF CAR: Seventy ton, 50 foot, six inch XM Boxcar

NUMBER OF CARS:

Five Hundred (500)

REPORTING NUMBERS AND MARKS: PT 200000 - PT 200099 (both inclusive) PT 201000 - PT 201099 " "

PT 204000 - PT 204099 PT 205000 - PT 205099 PT 206000 - PT 206099 I, Elizabeth B. Wood, hereby certify that I am a duly qualified and acting Notary Public in and for the State of South Carolina, and that I have compared the enclosed copies of the Security Agreement with the original document and certify that they are true and correct copies in all respects.

Notary Rublic for South Carolina

(NOTARIAL SEAL)

My Commission Expires: 5/6/81